

SCHEDULE A**COMPUTATION PURSUANT TO CPLR 5041**

Jury Award in favor of Celeste M. Lyons
(Not including accrued interest).....\$ 200,000.00

Jury Award in favor of Thomas E. Lyons
(Not including accrued interest).....\$ 2,400,000.00

a. Award for past loss of earnings, pension,
insurance benefits and impairment of earning
ability pursuant to CPLR 5041(b).....(-) \$ 1,000,000.00

Sub Total.....\$ 1,400,000.00

b. Award for future loss of earnings, pension,
insurance benefits and impairment of earning
ability.....(-) \$ 700,000.00

c. Award for future pain, suffering, including
the permanent effect of the injury from the time
of verdict to the time that plaintiff could be
expected to live.....(-) \$ 700,000.00

Sub Total.....\$ 0.00

**PAST DAMAGES AND PARTIAL PAYMENT FOR
FUTURE DAMAGES PURSUANT TO CPLR 5041(b)**

Judgment.....	\$ 2,400,000.00
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d. Lump sum payment for past loss of earnings, pension, insurance benefits and impairment of earning ability pursuant to CPLR 5041(b).....(-)	\$ 1,000,000.00
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Sub Total.....	\$ 1,400,000.00
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e. Future damages awarded on April 20, 1999 which, due to the postponement of the entry of Judgment, are now past damages (\$600,000.00 loss of earnings; \$420,000.00 pain and suffering).....(-)	\$ 1,020,000.00
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Sub Total.....	\$ 380,000.00
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f. Lump sum payment for future loss of earnings and impairment of earning ability and damages due to injury, pain, suffering and disability pursuant to CPLR 5041(b).....(-)	\$ 250,000.00
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Sub Total.....	\$ 130,000.00
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Remaining gross award for future damages is
\$130,000.00. Since jury determined future
damages to be \$700,000.00 for future loss
of earnings, pension, insurance benefits
and impairment of earning ability and
\$700,000.00 for future pain, suffering, including
the permanent effect of the injury from the
time of verdict to the time that plaintiff
could be expected to live, the remaining sum
of \$130,000.00 was equally divided 50/50 as
\$65,000.000 for future loss of earnings, pension,
insurance benefits and impairment of earning

ability and \$65,000.00 for future pain, suffering, including the permanent effect of the injury from the time of verdict to the time that plaintiff could be expected to live.

Pro rata future loss of earnings, etc.....	\$ 65,000.00
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Pro rate future pain and suffering.....	\$ 65,000.00
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COMPUTATION OF PRESENT VALUE

Discount rate to calculate the net present value of the award is 6.25% taken from U.S. Statistical Abstract Table 801 at page 520 and Federal Reserve Bulletin for the Year 1992 (Determination of Liability).

A. Loss due to future loss of earning and impairment of earning ability (remaining gross award of \$65,000)

1. Verdict established 7 years as period of award for future loss of earning and impairment of earning ability with 1 year remaining at the time of the entry of judgment; 7 years totaling \$700,000.00 or \$100,000.00 per year of which 1 year remains. \$600,000.00 constitutes past damages and \$100,000.00 represents future damages.

2. Pattern Jury Instructions: Present Value Tables establishes the percentage to be utilized under 6.25% over a 1 year period to be .9411815 for future loss of earning and impairment of earning ability.

\$65,000.00 x .9411815 equals present value.....	\$ 61,176.80
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B. Loss due to future injury, pain, suffering and disability (remaining gross award of \$65,000)

1. Verdict established 20 years as period of award for future injury, pain, suffering and disability. CPLR 5041(e) establishes 10 years as period of award for future injury, pain, suffering and disability with 4 years remaining at the time of the entry of judgment; 10 years totaling \$700,000.00 or \$70,000.00 per year of which 4 years remain. \$420,000.00 constitutes past

damages and \$280,000.00 represents future damages.

2. Pattern Jury Instructions: Present Value Tables establishes the percentage to be utilized under 6.25% over a 4 year period to be .7847085 for future injury, pain, suffering and disability.

\$65,000.00 x .7847085 equals..... \$ 51,006.05

Present Value of combined remaining future damages..... \$ 112,182.85

SCHEDULE B

**COMPUTATION OF LEGAL FEES
NOT INCLUDING ACCRUED INTEREST
FROM DECEMBER 17, 1992**

a.	Lump sum payment for past loss of earnings and impairment of earning ability pursuant to CPLR 5041(b).....	\$ 1,000,000.00
b.	Future damages awarded on April 20, 1999 which, due to the postponement of the entry of Judgment, are now past damages.....	(+) \$ 1,020,000.00
c.	Lump sum payment for future loss of earnings, pension, insurance benefits and impairment of earning ability and loss of injury, pain, suffering and disability pursuant to CPLR 5041(b).....	(+) \$ 250,000.00
	Sub Total.....	\$ 2,270,000.00
d.	Contingent fee of one-third of net recovery of damages (not including accrued interest).....	(-) \$ 756,666.66
	Present value of combined remaining future damages.....	\$ 112,182.85
e.	Contingent fee of one-third of net recovery of damages paid in lump sum.....	\$ 37,394.28
	Total of (d) and (e).....	\$ 794,060.94
f.	Contingent fee of one-third of net recovery of damages (not including accrued interest) for Celeste M. Lyons.....	(+) \$ 66,666.66
	Total (d), (e) and (f).....	\$ 860,072.60

EXHIBIT F



April 5, 2007

APR 11 2007

By Overnight and Regular Delivery

Edward J. Carroll
2733 Route 209
Kingston, NY 12401

Re: *Lyons v. TFD Bus*
Lancer v. TFD, et al.

Dear Mr. Carroll:

I am in receipt of your letter dated March 29, 2007, addressed to Lancer Insurance Company which, in part, makes demand for payment upon a Judgment purportedly entered by your client(s) against TFD Bus.

As you are aware, I am Counsel to Lancer Insurance Company and was actively involved in the prosecution of a Declaratory Judgment Action in the Supreme Court, Nassau County, against your client(s). As you are further aware, that action resulted in a Judgment, in Lancer's favor, declaring that Lancer had no duty to indemnify for any claim, judgment, etc. arising out of a certain alleged loss which involved TFD Bus and your client(s).

In the future, you are directed to send any communication or correspondence directly to me on Lancer's behalf. Given the substance of your letter, and your frivolous assertion that Lancer is required to satisfy your client(s)' purported Judgment, if you commence any litigation against Lancer, service of any suit papers shall be made upon me personally. I will expect full compliance with this demand lest we suffer through the very same tactics you have previously employed calculated solely to deprive litigants and their counsel of the right to a minimum amount of due process.

On the substantive aspects of your letter, you and your client(s) have no basis for your demand. All of the issues raised in your letter were before the Supreme Court. The jury found in Lancer's favor, the trial court declared Lancer's rights, and you took an appeal of that declaration. All of the issues before the trial court were fully argued in the Appellate Division. That court affirmed the trial court's decision. The Court of Appeals, as you are also aware, denied your leave application.

LANCER INSURANCE COMPANY

370 WEST PARK AVE., P.O. BOX 9004, LONG BEACH, NY 11561-9004 • TEL: 516-431-4441 • FAX: 516-889-5111 • www.lancerinsurance.com

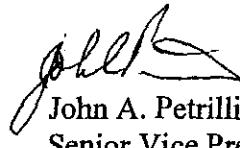
Based upon the foregoing, your demand has no reasonable basis in law or in fact. Your veiled threat of litigation can most charitably be described as frivolous.

Should you continue with your legal forays, we will seek all available remedies against your client(s) and against you personally. My client will vigorously prosecute its claims for sanctions against you and your client(s) and will also be constrained to file a complaint with the appropriate grievance committee.

In sum, my client will not comply with your demand nor does it recognize any validity to your claim.

This letter is being sent to you by overnight delivery and by regular mail. While we have no obligation to comply with your demand, we are cognizant of our procedural obligations. Therefore, unless I hear from you to the contrary, I will assume that this letter is being accepted by you on behalf of your client(s). Otherwise, I will send them copies as well.

Very truly yours,



John A. Petrilli
Senior Vice President
General Counsel

JAP:cp

Copy: Roy Vasile, Esq.





April 5, 2007

By Overnight and Regular Delivery

APR 6 2007

Edward J. Carroll
2733 Route 209
Kingston, NY 12401

Re: *Lyons v. TFD Bus*
Lancer v. TFD, et al.

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In the future, you are directed to send any communication or correspondence directly to me on Lancer's behalf. Given the substance of your letter, and your frivolous assertion that Lancer is required to satisfy your client(s)' purported Judgment, if you commence any litigation against Lancer, service of any suit papers shall be made upon me personally. I will expect full compliance with this demand lest we suffer through the very same tactics you have previously employed calculated solely to deprive litigants and their counsel of the right to a minimum amount of due process.

On the substantive aspects of your letter, you and your client(s) have no basis for your demand. All of the issues raised in your letter were before the Supreme Court. The jury found in Lancer's favor, the trial court declared Lancer's rights, and you took an appeal of that declaration. All of the issues before the trial court were fully argued in the Appellate Division. That court affirmed the trial court's decision. The Court of Appeals, as you are also aware, denied your leave application.

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Very truly yours,


John A. Petrilli
Senior Vice President
General Counsel

JAP:cp

Copy: Roy Vasile, Esq.



LAW OFFICES OF CURTIS, VASILE P.C.
ATTORNEYS AT LAW

REID A. CURTIS (1911-1987)
ROY W. VASILE
MICHAEL G. MEHARY
DOMINICK A. PICCININNI, JR.
MICHAEL J. DORRY

2174 HEWLETT AVENUE
MERRICK, NEW YORK 11566-0801

516-623-1111
FAX 516-623-0758

PATRICIA M. D'ANTONE
OF COUNSEL

PLEASE ADDRESS ALL MAIL TO
POB 801, MERRICK, NY 11566-0801

May 8, 2007

Edward J. Carroll, Esq.
2733 Route 209
Kingston, NY 12401

MAY 10 2007

By Certified Mail, Return Receipt Requested

RE: Lyons v. TFD Bus
Lancer v. TFD, et al
Our File: C36158LA.3744

Dear Mr. Carroll:

Enclosed herewith is a certified copy of the Judgment declaring that there is no coverage under Lancer's policy for the claims involved in the litigation which you brought on behalf of Thomas & Celeste Lyons.

Please be advised that pursuant to CPLR 5104, should you or your clients attempt to commence litigation or pursue any claim for coverage in the face of the aforesaid judgment, a contempt proceeding will be brought before Justice Kenneth A. Davis of the Supreme Court, Nassau County.

Very truly yours,

ROY W. VASILE (Ext. 224)
rvasile@cvdm.com

RWV/pf
encs:

cc: John A. Petrilli, Esq.

STATE OF NEW YORK
COUNTY OF NASSAU
COUNTY CLERK'S OFFICE } SS:

I, MAUREEN O'CONNELL, County Clerk of the County of Nassau and the Supreme and County Courts, Courts of Record thereof,

DO HEREBY CERTIFY, that I have compared the annexed with the original.

Recorded Judgment - Supreme Court - money

FILED AND RECORDED in my office on July 30, 2003, IN Liber 2571 PAGE 136
and that the same is a true transcript thereof and of the whole of such original.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the official seal of said
County at Mineola, N.Y. this 18th day of April, 2007.

Maureen O'Connell
County Clerk

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 07-30-2003 Record and Return To:
Recorded Time: 9:47:09 a

Liber Book: J 2571
Pages From: 136
To: 149A

Control
Number: 514
Ref #: 99--007146
Doc Type: J01 JUDGMENT-SUPREME COURT-MONEY

Plnt: LANCER INSURANCE COMPANY
Dfnd: LYONS, THOMAS E
Dfnd: LYONS, CELESTE M

Judgment Amount: 2,864.72

MET001	Taxes Total	.00
	Recording Totals	.00
	Total Payment	.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
KAREN V. MURPHY
COUNTY CLERK



2003073000514



JULY 2008
N.Y.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

LANCER INSURANCE COMPANY, Plaintiff,
-against-
**JUDGMENT
NOTICED FOR
SETTLEMENT
WITH BILL OF COSTS**

T.F.D. BUS CO., INC., MICHAEL A. THOMAS,
THOMAS E. LYONS and CELESTE LYONS,
Defendants.

Cal. No. 2002H1541
Index No. 7146/99

X

The issues in the above-entitled declaratory judgment action having duly come on for trial before the Hon. Justice Kenneth A. Davis and a jury, at a Trial Term, Part 11, of this court, held at the courthouse thereof, located at 100 Supreme Court Drive, Mineola, New York, on the 9th, 12th, 13th, 14th, 15th and 16th days of May, 2003; and the plaintiff Lancer Insurance Company having appeared by its attorneys Curtis, Vasile, Devine & McElhenny, 2174 Hewlett Avenue, Merrick, New York 11566, by Roy W. Vasile, of counsel; and the defendant T.F.D. Bus Co., Inc. having appeared by its attorney Andrew C. Risoli, 484 White Plains Road, Eastchester, New York 10709; and the defendant Thomas E. Lyons having appeared by his attorney Edward J. Carroll, 2733 Route 209, Kingston, New York 12401; and the defendant Celeste Lyons having appeared by her attorneys Milber, Makris, Plousadis & Selden, 990 Stewart Avenue, Suite 600, Garden City, New York 11530, by John P. Grisafi, of counsel; and the issues having been duly tried; and the jury having rendered a verdict on the 14th day of May, 2003, in favor of the plaintiff and against the defendants; and the court having denied defendants' motions after due deliberation, and having ruled on the basis of the jury's verdict that there is no coverage under plaintiff's policy:

it is

NOW, on motion of Curtis, Vasile, Devine & McElhenny, attorneys for the plaintiff,
2174 Hewlett Avenue P.O. Box 801 Merrick NY 11526-0801

ORDERED, ADJUDGED, DECLARED AND DECREED, that there is no coverage under a business automobile liability policy, number BA121448, issued by Lancer Insurance Company to T.F.D. Bus Co., Inc. for any claims, allegations, losses, costs expenses or judgments asserted by Thomas E. Lyons and Celeste Lyons against T.F.D. Bus Co., Inc. and Michael A. Thomas as a result of an automobile accident which is claimed to have occurred on February 14, 1989; and it is further

ORDERED, ADJUDGED, DECLARED AND DECREED, that Lancer Insurance Company has no duty to defend or indemnify T.F.D. Bus Co., Inc. or Michael Thomas in connection with a certain action brought against them by Thomas A. Lyons and Celeste Lyons in the Supreme Court, Westchester County, under Index number 14941/92; and it is further

ORDERED, ADJUDGED AND DECREED, that all of the counterclaims asserted by each of the defendants in their respective answers and/or amended answers be and the same hereby are dismissed; and it is further

residing at 370 W Park Ave
Long Beach NY 11561

ADJUDGED, that plaintiff Lancer Insurance Company recover from defendant Thomas E. Lyons, residing at 38 Moulton Avenue, Dobbs Ferry, New York 10522 and defendant Celeste Lyons, residing at 4 Cross Road, Ardsley, New York 10502, costs and

Disbursements in the sum of \$2864.72, as taxed by the Clerk of the Court; and that the plaintiff have execution therefor.

ENTER:

July 29 2003

Karen V Murphy
Clerk of the Court

SUPREME COURT
COUNTY OF NASSAU

LANCER INSURANCE COMPANY,

against

Plaintiff(s)

T.F.D. BUS CO., INC., MICHAEL A. THOMAS,
THOMAS E. LYONS AND CELESTE LYONS,

Defendant(s)

Costs of PLAINTIFF
LANCER INSURANCE COMPANY

COSTS	\$	DISBURSEMENTS	\$	170	
				00	00
Costs before note of issue CPLR §8201 subd. 1	200 00	Fee for index number CPLR §8018(a).....	175		
Costs after note of issue CPLR §8201 subd. 2	200 00	Referee's fees CPLR §8301(a)(1), 8003(a) (P. DeFilippis) 1000			
Trial of issue CPLR §8201 subd. 3	300 00	Commissioner's compensation CPLR §8301(a)(2).....			
Allowance by statute CPLR §8302(a), (b)		Clerk's fee, filing notice of pend. or attach. CPLR §8021(a)(10).....			
Additional allowance CPLR §8302 (d)		Entering and docketing judgment CPLR §8301(a)(7), 8016(a)(2).....			
Motion costs CPLR §8202		Paid for searches CPLR §8301(a)(10).....			
Appeal to Appellate Term CPLR §8203 (b)		Affidavits & acknowledgments CPLR §8009.....			
Appeal to Appellate Division CPLR §8203 (a)	256 00	Serving copy summons & complaint CPLR §8011(h)(1), 8301(d).....			
Appeal to Court of Appeals CPLR §8204		Request for judicial intervention.....		25	00
Costs upon frivolous claims and counterclaims CPLR §8303-a		Note of issue CPLR §8020(a).....			
		Paid referee's report CPLR §8301(a)(12).....			
		Certified copies of papers CPLR §8301(a)(4).....			
		Satisfaction piece CPLR §5020(a), 8021.....			
		Transcripts and filing CPLR §8021.....			
		Certified copy of judgment CPLR §8021.....			
		Postage CPLR §8301(a)(12).....			
		Jury fee CPLR §8020(c).....		50	00
		Stenographers' fees CPLR §8002, 8301.....			
		Sheriff's fees on execution CPLR §8011, 8012.....			
		Sheriff's fees, attachment, arrest, etc. CPLR §8011.....			
		Paid printing cases CPLR §8301(a)(6) ...App. Brief.....		419	72
		Clerk's fees Court of Appeals CPLR §8301(a)(12).....			
		Paid copies of papers CPLR §8016(a)(4).....			
		Motion expenses CPLR §8301(b).....			
		Fees for publication CPLR §8301(a)(3).....			
		Serving subpoena CPLR §8011(h)(1), 8301(d).....			
		Paid for Search CPLR §8301(a)(10).....			
		Examination Before Trial.....			
		Transcripts ... (CPLR §8301(a)(9)).....		280	00
		Referee's report.....			
		Attendance of witnesses CPLR §8001(a)(b)(c), 8301(a)(1).....			
COSTS.....	\$ 990 .00				
DISBURSEMENTS.....	1914 72				
TOTAL.....	\$ 2864 72		\$ 1914		72

Costs
this 29th day of July 2003
Adjusted at \$ 2864.72
Karen V Murphy
Clerk, Nassau County

SIRS:

PLEASE TAKE NOTICE that a Judgment, the within which is a true copy, will be presented for settlement to the Judgment Clerk of the Court of the within named Court, at Supreme Court, County of Nassau, 240 Old Country Road, Mineola, New York, on July 29, 2003, at 9:30 a.m.

Dated: Merrick, New York
July 1st, 2003

Yours, etc.,

CURTIS, VASILE, DEVINE &
MC ELHENNY

By _____

Roy W. Vasile
ROY W. VASILE
Attorneys for Plaintiff Lancer
Insurance Company
2174 Hewlett Avenue
PO Box 801
Merrick, NY 11566-0801
(516) 623-1111

TO: Andrew C. Risoli, Esq.
Attorney for Defendant T.F.D. Bus Co.
484 White Plains Road
Eastchester, NY 10709

Edward J. Carroll, Esq.
Attorney for Defendant Thomas E. Lyons
2733 Route 209
Kingston, NY 12401

Milber, Makris, Plousadis & Seiden, Esqs.
Attorneys for Defendant Celeste Lyons
990 Stewart Avenue
Suite 600
Garden City, NY 11530

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Patricia Fitzgerald, being duly sworn, deposes and says: that she served the attached Judgment

and this notice upon the attorneys listed above, by mail, on this date, in compliance with CPLR Section 2103(a) and Section 2102(b)(2).

Patricia Fitzgerald
PATRICIA FITZGERALD

Sworn to before me this
14th day of July, 2003

W. Barnard
Notary Public

WENDON BARNARD
Notary Public, State of New York
No. 018A5059964
Qualified in Nassau County
Commission Expires May 8, 2006

2006

S RECEIPT

Endorse This
Index Number
On All Papers

County

99-007146

DO NOT WRITE IN THIS SPACE

RECEIPT
Nassau County Clerk
Karen V. Murphy
County Clerk

REC: 00332149 OPR: LNM001
petrilli

DESCRIPTION	TRANS AMOUNT
-------------	--------------

County Fee	
Dept of Ed	5.00
State Fee	5.00
	160.00

Fees Paid
Index/SAC # 99-007146
DATE: 03/24/99 TIME: 09:36:48
B/P 00000 0000 Control# 199903240132
1 LANDER INSURANCE COMPANY

27 F D BUS CO INC

RECEIPT TOTAL	170.00
---------------	--------

K CHECK	
TOTAL AMOUNT TENDERED	170.00
TOTAL CHANGE RETURNED	170.00
PAYMENT TOTAL	.00
	170.00

(Print signer's name below signature)

LAW OFFICES OF
JOHN A. PETRILLI
370 WEST PARK AVENUE
LONG BEACH, NEW YORK 11561-3292

JOHN A. PETRILLI
LALEH HAWA
DEIRDRE ETTUS

March 17, 1999

TELEPHONE (516) 431-6092
TELECOPIER: (516) 889-8904

Clerk of the Court
Supreme Court, Nassau County
100 Supreme Court Drive
Mineola, New York 11501

RE: *Lancer Insurance Company v. T.F.D. Bus Co., Inc.,
Michael A. Thomas, Thomas E. Lyons and Celeste M. Lyons*

Dear Sir/Madam:

Please be advised that this firm represents the plaintiff in connection with the above referenced matter.

Please find enclosed the following the original Summons and Complaint together with our firm's check in the amount of \$170 for an Index Number.

Please file these papers accordingly, advise us of the Index Number for this matter and return a time-stamped copy of the summons back to us in the enclosed self-addressed, stamped envelope.

Thank you for your cooperation.

Very truly yours,


LALEH HAWA

LH/bef

LANCER INSURANCE COMPANY



370 WEST PARK AVENUE, LONG BEACH, NY 11561 • TEL. (516) 431-4441 • FAX (516) 889-5111

C 332711A
RWV
340

FEB 06 2003

February 5, 2003

Peter R. DeFilippi, Esq.
3064 East Huber Street
Mesa, Arizona 85213

Re: Lyons vs. TFD/Lancer v. TFD

Dear Mr. DeFilippi:

Enclosed please find Lancer Insurance Company Check #4166330 in the sum of \$1,000.00 representing Lancer's share of your referee fee.

Thank you for your assistance in this matter.

Very truly yours,

Gina Blum
Legal Assistant

gb

Enclosure

cc: Roy Vasile, Esq.
Curtis, Vasile, Devine & McElhenny
2174 Hewlett Avenue
P.O. Box 801
Merrick, New York 11566

JAN 23 2008

C 33d 11U
RWV
34D

Peter R. DeFilippi

3064 E. Huber Street

Mesa, Arizona 85213

(480) 854-7101

peterdry@hotmail.com

January 24, 2003

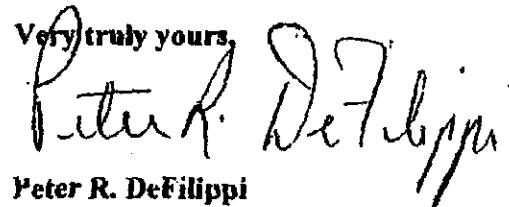
Roy W. Vasile, Esq.
CURTIS, VASILE, DEVINE & McELHENNY
2174 Hewlett Avenue
P.O. Box 801
Merrick, New York 11566

Re: Lancer v. TFD Bus

Dear Roy,

I have calculated my time spent as a Referee to Supervise discovery in the above action as a total of 15 hours. This includes the legal research concerning the attorney-client privilege between corporate officers and their counsel, and supervising the various examinations before trial. My billing rate for these services is \$200.00 an hour making a total of \$3,000.00 to be divided as the parties may agree or as Justice Alpert may decide.

Very truly yours,


Peter R. DeFilippi

TOLCOTT
C33271LA *Sony 10c*
Filing 3/1/02

CURTIS, VASILE, DEVINE & MCELHENNY

ATTORNEYS AT LAW
MERRICK PROFESSIONAL CENTRE
2174 HEWLETT AVENUE
P.O. BOX 801
MERRICK, NEW YORK 11566-0801

BUFFALO COUNTY OFFICE
DRIPPING SPRINGS BUILDING
80 WEST MAIN STREET
RIVERHEAD, NEW YORK 11901

516-623-1111

631-727-1111

ROBERT M. SMITH
HUGH J. LARKIN
MICHAEL J. DORAN
MARIANNE ARCIERI
ROBERT E. SCHLEICHER, JR.

JAMES J. MORRIS
OF COUNSEL

PLEASE REPLY TO MERRICK OFFICE

March 4, 2002

County Clerk
County of Nassau
240 Old Country Road
Mineola, NY 11501

Attn: County Clerk

RE: Lancer Insurance Company v. T.F.D. Bus, Inc.
Index Number: 7146-99
Our File: C33271LA

Dear Sir/Madam:

Enclosed herewith please find original and three copies of our Note of Issue and Certificate of Readiness in connection with the above matter. We enclose herewith our check in the amount of \$25.00 for filing of the Note of Issue as well as a check in the amount of \$50.00 for the Jury Demand. Please file the Note of Issue on our behalf and return the attached postcard to us indicating date of filing and the calendar number assigned to this matter.

Thank you for your courtesy in this matter.

Very truly yours,

ROY W. VASILE
Ext. 224

RWV/pf
encs:

CORPORATE OFFICE
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800-252-7187
FAX: 607-865-7586
E-Mail: info@ezprint.com

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315-426-1235
800-426-5039
315-475-2701

FAX: 313-475-2701
E-Mail: appeal@dreamscape.com

TO: CURTIS, VASILE, DEVINE & MCELHENNY, ESQS.
2174 HEWLETT AVE., SUITE 201
MERRICK, NY

11556~0603

NEW YORK I

ATTORNEY: ROY W. VASILE

FED. I.D. #16-1514412

INVOICE DATE	INVOICE NO.	ACCT. NO.	LOC.	TERMS
5/04/01	802791	CUR100	N Y Direct	NET 30 DAYS

RE: LANCER INSURANCE COMPANY VS T.F.O. BUS CO., ET AL.

JOB# 9499

20 COPIES BRIEF

Court of AD 2ND DEPT

QTY	DESCRIPTION	AMOUNT
34	OFFSET BINDING COVERS	5.25
		178.50
		50.00
		80.00
	SUBTOTAL	\$ 308.50
	TAX	20.22
	SERV & FILING	85.00
	PREPAID	
	TOTAL DUE	\$ 419.72

Please Detach and Return With Payment

CUST ID# CUR100 INV# 802791 LANCER INS. VS T.F.O. BUS TOTAL \$ \$ 419.72

INVOICE

LANCER INSURANCE COMPANY
370 WEST PARK AVENUE
LONG BEACH, NY 11561
ATTN.: .

Invoice #	Invoice Date
4936004872	12/8/2000

Firm ID: LANC01 Case Ref:

REMIT TO:
P.O. Box 905463
Charlotte, NC 28290-5463
Formerly Interim Court Reporting

Job Number	Case Number	Case Name
3047	LANC01	LANCER V TFD BUS ET AL.
GROCCIA, ALBERT M.		Job Date(s): 11/29/00
ORIGINAL & TWO COPIES OF THE TRANSCRIPT		\$318.57
APPEARANCE FEE		\$23.34
<i>123 PAGES. TRANSCRIPTS DELIVERED TO CURTIS, VASILE, DEVINE & MC ELHENNY. FILE C32271LA. CLAIM BAI21448. SPLIT BILL. YOUR SHARE.</i>		
	Total Amount Due:	\$341.91

Effective July 7, 2000, Interim Court Reporting became spherion.
Our federal ID number remains the same.

Due Upon Receipt

Please pay this amount: \$341.91

R D Glen & Associates
(516) 739-0002
Federal ID: 36-3536544

v 338.01

I, the undersigned, am an attorney admitted to practice in the courts of New York, and

Attorney's
Certification
say that the annexed

has been compared by me with the original and found to be a true and complete copy thereof.

Attorney's
Verification
by
Affirmation
say that: I am the attorney of record, or of counsel with the attorney(s) of record, for

. I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following.

The reason I make this affirmation instead of

is

I affirm that the foregoing statements are true under penalties of perjury.

Dated:

(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF ULSTER

ss:

Thomas E. Lyons being sworn says: I am one of the plaintiffs

Individual Verification
in the action herein; I have read the annexed Complaint

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

the of

Corporate Verification
a corporation, one of the parties to the action; I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon the following:

Sworn to before me on August 8, 2007

(Print signer's name below signature)

Debra L. Leacock

Debra L. Leacock
Notary Public, State of New York
Qualified In Ulster County
Commission Expires January 14, 2011
ss:

Thomas E. Lyons

being sworn says: I am not a party to the action, am over 18 years of

age and reside at

On

, 20 , I served a true copy of the annexed

in the following manner:

Service by Mail by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee(s) as indicated below:

Personal Service by delivering the same personally to the persons at the address indicated below:

Service by Electronic Means by transmitting the same to the attorney by electronic means to the telephone number or other station or other limitation designated by the attorney for that purpose. In doing so I received a signal from the equipment of the attorney indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee(s) as indicated below:

Overnight Delivery Service by depositing the same with an overnight delivery service in a wrapper properly addressed. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Sworn to before me on

, 20

(Print signer's name)

~~Index No.~~~~Year 20~~

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THOMAS E. LYONS and CELESTE M LYONS,

Plaintiffs,

-against-

LANCER INSURANCE COMPANY,

Defendant.

SUMMONS AND COMPLAINT

EDWARD J. CARROLL

Attorney for Plaintiffs

2733 ROUTE 209
KINGSTON, N. Y. 12401
(845) 338-5977

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: Signature:

Print Signer's Name:

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

NOTICE OF ENTRY

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

20

NOTICE OF SETTLEMENT

that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at

on 20 , at M.

Dated:

EDWARD J. CARROLL

Attorney for

2733 ROUTE 209
KINGSTON, N. Y. 12401
(845) 338-5977

To:

Attorney(s) for